

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
LAFAYETTE DIVISION**

LORELLA LABUD, INDIVIDUALLY)	
AND AS GUARDIAN FOR MICHAEL)	
D. LABUD, A DISABLED PERSON)	
)
Plaintiff,)
)
J&C STYCK FARMS, INC., and)	
COLTON J. STYCK,)
)
Defendants.)

No. 4:18-cv-00042-JTM-JEM

MOTION TO SET THIS CASE FOR A STATUS CONFERENCE

Plaintiff, LORELLA LABUD, INDIVIDUALLY AND AS GUARDIAN FOR MICHAEL D. LABUD, A DISABLED PERSON, and Defendants, J&C STYCK FARMS, INC. and COLTON J. STYCK, by counsel, and for their Motion to Set This Case for a Status Conference before Magistrate Judge Martin to address the parties' settlement agreement, state as follows:

1. The Plaintiffs and Defendants settled this case, conditioned on approval by this Court, through which the lien claim of Plaintiff Michael LaBud's employer, L.A. Truck Leasing, Inc., would be resolved.
2. On December 11, 2020, Plaintiff filed a Motion to Approve Settlement. (Dkt. No. 45). Intervener L.A. Truck Leasing, Inc., filed a response on January 26, 2021, opposing that motion. (Dkt. No. 46). Plaintiff filed a reply on February 2, 2021. (Dkt. No. 47).
3. This case was referred to Magistrate Judge Martin who presided over a mediation resulting in a settlement of the lien claim of L.A. Truck Leasing, Inc., as reflected in the Court's Order of September 23, 2021.

4. Following the entry of that Order, counsel for Lorella LaBud pursued and obtained approval from the Guardianship Court of the Circuit Court of Cook County, Illinois, to effectuate the parties' settlement of this case.

5. Counsel for L.A. Truck Leasing, Inc. circulated a draft dismissal order. It omitted express language that the payment it is to receive is in full and complete satisfaction of its lien claim in this case. Counsel for Lorella LaBud circulated a redline draft of the Order with that language. (Ex. A).

6. In response, Counsel for L.A. Truck Leasing, Inc. stated that this language was not part of the parties' agreement. (Ex. B). Counsel for Lorella LaBud asked counsel for L.A. Truck leasing to explain, but received no response. (Ex. B).

7. The undersigned believe that the settlement agreement achieved through the Honorable Magistrate Judge Martin did in fact include the agreement that the payment L.A. Truck Leasing, Inc. would receive would be in full and complete satisfaction of L.A. Truck Leasing, Inc.'s lien claim. Otherwise, the settlement would be meaningless.

8. The undersigned respectfully request that this Court set this matter for a status hearing before Magistrate Judge Martin so that this dispute may be resolved.

For these reasons, the undersigned parties respectfully request that this Court enter an order setting a status conference in this matter before Magistrate Judge Martin, and to grant any other relief the Court deems just.

Respectfully submitted,

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